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9 UNITED STATES DISTRICT COURT  
10 DISTRICT OF NEVADA  
11

12 TANYA JIMENEZ,

13 Plaintiff,

14 vs.

15 GEICO GENERAL INSURANCE  
16 COMPANY, a Foreign Corporation; DOES  
17 I through X; and ROE CORPORATIONS I  
through X, inclusive,

18 Defendants.  
19

CASE NO.: 2:14-cv-1320-APG-NJK

STIPULATED CONFIDENTIALITY  
AGREEMENT AND PROTECTIVE  
ORDER

As amended, page 3 and 4.

20 STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

21 It appearing to the Court that the Plaintiff, TANYA JIMENEZ ("Plaintiff") and Defendant  
22 GEICO GENERAL INSURANCE COMPANY ("GEICO") are in agreement that GEICO  
23 possesses proprietary policies and procedures that include confidential information that may  
24 be subject to discovery in the proceedings in this matter but which should not be made  
25 available to the public generally, this Court hereby orders that:

26 1. This Confidentiality Agreement and Protective Order shall govern certain  
27 discovery and document production among the parties, as well as discovery and document  
28 production from third parties, in the above-referenced action.

1           2.     For purposes of this Confidentiality Agreement and Protective Order, the term  
 2 "Confidential Information" shall refer to: (1) information which any party or non-party believes  
 3 in good faith to be a trade secret or confidential research, development, commercial, or other  
 4 proprietary business information within the meaning of FRCP 26(c)(1)(G); and (2) documents  
 5 and/or testimony that may reveal confidential, proprietary, personal, or commercially  
 6 sensitive information. Such Confidential Information may be contained in any written,  
 7 printed, recorded, or graphic matter of any kind and shall retain its confidential designation  
 8 regardless of the medium on which it is produced, reproduced, or stored. Such Confidential  
 9 Information may also be elicited at deposition or through written discovery.

10           3.     Whenever any party or non-party desires to designate information contained in  
 11 a document as Confidential Information, the designating party shall mark each page of the  
 12 document with the word "CONFIDENTIAL" and identify such Confidential Information at the  
 13 time of production. Confidential Information may be used in the course of depositions in  
 14 accordance with this Confidentiality Order.

15           4.     Transcripts or exhibits from any deposition or hearing shall be temporarily  
 16 designated as "Confidential" and be treated as subject to the terms of this Stipulation. Within  
 17 thirty (30) days of receipt of such transcripts and exhibits, Counsel will designate the pages  
 18 of the transcripts or exhibits which shall remain designated as "Confidential" and will advise  
 19 all other parties. If no designation is made within thirty (30) days, the entire transcript and all  
 20 exhibits will be deemed not confidential.

21           5.     All documents produced or information disclosed and any other records  
 22 designated as "confidential" by GEICO shall be revealed only to:

- 23           a) Plaintiff;
- 24           b) Plaintiff's counsel of record in this case;
- 25           c) Defendant;
- 26           d) Defendant's counsel of record in this case;
- 27           e) Paralegals and secretarial employees under counsels' direct supervision;
- 28



- f) Outside photocopying, translating, document management, and exhibit preparation services engaged by a party for purposes of this litigation;
- g) Persons employed by counsel to act as consultants or experts in this action;
- h) Any other person GEICO agrees in writing may be shown such documents; and
- i) The Court and court personnel, stenographic reporters, and videographers at depositions taken in this action and any jury empanelled in this action, subject to the protections of Paragraphs 3, 4, and 9 of this Order.

6. The information considered as "confidential" and disclosed only in accord with the terms of Paragraph 5 shall include, without limitation, any claims manual, training materials, and any other information or documentation supplied by GEICO and designated as "Confidential."

7. Documents deemed confidential by GEICO shall be used only for the purposes of prosecuting or defending this action. Under no circumstances shall information or materials covered by this Protective Order be disclosed to or discussed with anyone other than the individuals designated in Paragraph 5.

8. Prior to disclosure of any documents designated as "confidential" to any individual who is not a signator to this Agreement, counsel shall require such individual to read this Protective Order and sign the Agreement which is attached hereto as Exhibit A and shall provide a copy of the signed Agreement to counsel for GEICO.

9. ~~Prior to filing any motion wherein information designated as "Confidential" is referenced or attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006) or provide Counsel for Defendant reasonable time, but in any event not fewer than 15 judicial days, to file a motion pursuant to LR 10-5(b) and *Kamakana* to show particularized good cause or particularized compelling reasons to file those documents under seal.~~

~~LR 10-5(b) provides:~~

~~Unless otherwise permitted by statute, rule or prior Court order, papers filed with the Court under seal shall be accompanied by a motion for leave to file those documents under seal, and shall be filed in~~

~~accordance with the Court's electronic filing procedures. If papers are filed under seal pursuant to prior Court order, the papers shall bear the following notation on the first page, directly under the case number: "FILED UNDER SEAL PURSUANT TO COURT ORDER DATED \_\_\_\_." All papers filed under seal will remain sealed until such time as the Court may deny the motion to seal or enter an order to unseal them, or the documents are unsealed pursuant to Local Rule.~~

~~Pursuant to *Kamakana* and LR 10-5(b), any documents designated as "Confidential" and attached to a non-dispositive motion must be accompanied by a motion showing a particularized good cause for leave to file those documents under seal. And, any documents designated as "Confidential" and attached to a dispositive motion must be accompanied by a motion showing a particularized compelling reason for leave to file those documents under seal.~~

10. This Order is subject to revocation and modification by Order of the Court upon written stipulation of the parties or upon motion and reasonable notice, including opportunity for hearing and presentation of evidence.

11. If any Party believes that it is not bound by this Order respecting documents designated "Confidential," it shall give notice to counsel for GEICO at least 30 days before the Party uses or discloses such documents in a manner prohibited by this Order, to enable GEICO to contest the intended use through a motion to the Court.

12. Within 30 days of the final termination of this case, all documents and information subject to this Order, including any copies or extracts or summaries thereof, or documents containing information taken therefrom, shall be returned to counsel for GEICO. In the alternative, within 30 days of the final termination of this case, all such documents, including copies or extracts or summaries thereof, may be shredded or disposed of in a manner to ensure the destruction thereof and a declaration certifying such destruction or disposal provided to GEICO.

13. In any action or proceeding to enforce this Stipulated Protective Order, or pursuant to paragraph 12, the prevailing party shall be entitled to recover its reasonable

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Jimenez v. GEICO  
US District Court Case No. 2:14-cv-1320-APG-NJK

attorneys' fees and costs, without limiting any other relief that may be available.

14. This Order shall remain in effect after the conclusion of this case and the Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

DATED this 2 day of <sup>December</sup> October, 2014

MOSS BERG INJURY LAWYERS

By: \_\_\_\_\_

Boyd B. Moss III, Esq.  
Marcus A. Berg, Esq.  
625 South Decatur Blvd.  
Las Vegas, Nevada 89107  
*Attorney for Plaintiff*

DATED this 22 day of October, 2014

LEWIS BRISBOIS BISGAARD & SMITH  
LLP

By: \_\_\_\_\_

Robert W. Freeman  
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Pamela L. McGaha  
Nevada Bar No. 8181  
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*Attorneys for GEICO General  
Insurance Company*

IT IS SO ORDERED.

  
\_\_\_\_\_  
United States Magistrate Judge

Dated: December 30, 2014

EXHIBIT A

ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT TO  
COMPLY WITH STIPULATED CONFIDENTIALITY AGREEMENT AND  
PROTECTIVE ORDER

The undersigned hereby acknowledges that he/she has been provided with a copy of the parties' STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER in the lawsuit captioned Tanya Jimenez vs. GEICO General Insurance Company (District Court Case No. 2:14-cv-1320-APG-NJK). The undersigned agrees to be bound by the terms of the referenced *Stipulated Confidentiality Agreement and Protective Order* in the same manner as Plaintiffs, Defendants, and their attorneys.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
Litigation Participant - Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Occupation of Business

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 2014, I electronically filed the \_\_\_\_\_ with the Clerk of the Court through Case Management/Electronic Filing System.

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 2014, I served a true and correct copy of the foregoing \_\_\_\_\_ by depositing a copy of same in the United States Mail at Las Vegas, Nevada postage fully prepaid, addressed to:

Boyd B. Moss III, Esq.  
Marcus A. Berg, Esq.  
MOSS BERG INJURY LAWYERS  
625 South Decatur Blvd.  
Las Vegas, Nevada 89107  
Attorneys for Plaintiff

By: \_\_\_\_\_  
An Employee of  
LEWIS BRISBOIS BISGAARD & SMITH LLP